

#### UNITED STATES MARINE CORPS MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VIRGINIA 22134-5010

5720 DON-USMC-2016-006174 10 Jun 16

SENT VIA EMAIL TO: <u>efelix@polsinelli.com</u> 1401 Eye Street NW Suite 800 Washington DC 20005

SUBJECT: FOIA DON-USMC-2016-006174

Dear Ms. Felix:

This responds to your FOIA requested dated May 8, 2016, which requests a copy of task order M67854-16-F-4032, including modifications and amendments,

In light of the MCI Worldcom, Inc, v. GSA decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to Exemptions 5 U.S.C. § 552(b)(4). These submitter redactions are identified in the enclosed document.

Specifically, FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See <a href="Critical Mass Energy Project v. NRC">Critical Mass Energy Project v. NRC</a>, 975 F2d 871, 879-80 (D.C. Cir. 1992), <a href="cert.denied">cert. denied</a>, 113 S. Ct. 1579 (1993); <a href="National Parks & Conservation Ass'n v. Morton">National Parks & Conservation Ass'n v. Morton</a>, 498 F2d 765, 766 (D.C. Cir. 1974); <a href="Canadian Commercial Corp. v. Dept. of Air Force">Canadian Commercial Corp. v. Dept. of Air Force</a>, 514 F.3d 37 (D.C. Cir., 2008).

In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by February 15, 2016, this letter will become the final response and we will close this FOIA request.

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As of June 10, 2016, one hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$44.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

LISA L. BAKER

Counsel

SOLICITATION/C			FOR COM 5 12, 17, 23, 24			1. REQ M2022			//BER			PAG	E 1 OF	21
2. CONTRACT NO. NNG15SC75B		3. AWARD/EFFECTIVE DATE 4. ORDER 04-Mar-2016 M67854-			R NUMBER 4-16-F-4032			5. SOLICITATION NUMBER			6. SOL	6. SOLICITATION ISSUE DATE		
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25. ACCOUNTING AND	APPROPRIAT	TION DATA								26. TOTAL	AWARD AN	MOUNT (	For Govt. U	se Only)
See Schedule													\$9,36	63.50
27a. SOLICITATION	NINCORPORA	TES BY REF	ERENCE FAR 5	52.212-1.	52 212-4. FAR	52 212-	3. 52.2	212-5	ARE A	TACHED. A	ADDENDA	ARE	ARE NO	T ATTACHED
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COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY (BL					29. AWARD OF CONTRACT: REF. M67854-16-Q-4032 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE									
30a. SIGNATURE OF 0	30a. SIGNATURE OF OFFEROR/CONTRACTOR  31a. UNITED STATES OF (SIGNATURE OF CONTRACT NG OFFICER)  AMBRICA													
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SOLICITATION ITEMS	SOLICITATION/CONTRACT/ORDER FOR COMNITEMS (CONTINUED)										F	PAGE 2 OF 21
19.			20.			-	21.		22.	23.	-	24.
ITEM NO.			SCHEDULE OF SUPP	LIES/ SERVICI	ES		QUANTIT	Υ	UNIT	UNIT PF	RICE	AMOUNT
ITEM NO.			SEE SCH		ES		QUANTIT	Y	UNIT	UNIT PF	RICE	AMOUNT
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32a. QUANTITY IN	_	_	S BEEN									
RECEIVED	INSPE	CTED	ACCEPTED, AND CONF	ORMS TO THE	CONTRAC	CT, EXCE	PT AS NOTED:					
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#### Section SF 1449 - CONTINUATION SHEET

ITEM NO 3500

SUPPLIES/SERVICES

(b) (4)

UNIT Each UNIT PRICE (b) (4)

AMOUNT (b) (4)

**48 PORT SWITCHES** 

**FFP** 

CISCO Catalyst 3650-48TS

ITSN: 589500M305048

SEE BELOW FOR EXTENDED CLIN DESCRIPTION

(PSC 7050, OCC 31). FOB: Destination

MILSTRIP: M2022716RCCC003

PURCHASE REQUEST NUMBER: M2022716RCCC003

**NET AMT** 

(b) (4)

ACRN AA

CIN: M2022716RCCC0033500

(h) (4)

ITEM NO 9095 SUPPLIES/SERVICES

QUANTITY

UNIT Each

UNIT PRICE

AMOUNT NSP

GARRISON COMMON ASSET TAG

FFP

GARRISON COMMON ASSET TAG

Procured through COMBAT CAMERA CENTER Program. For an example please see Appendix D of the Logistics Requirements (LR), document dated 30 September 2015.

(PSC 7050, OCC 31)

FOB: Destination

PURCHASE REQUEST NUMBER: M2022716RCCC003

**NET AMT** 

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
3500	Destination	Government	Destination	Government
9095	Destination	Government	Destination	Government

## **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
3500	03-APR-2016	2	TRAINING MANAGEMENT OFFICER ATTN: ROBERT BLESSETT M/F TRAINING SUPPORT CENTER (M20227) MCB CAMP S D BUTLER BLDG 478, CAMP FOSTER OKINAWA RYUKYU ISLANDS 315-645-0538 FOB: Destination	M20227
9095	03-APR-2016	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20227

## ACCOUNTING AND APPROPRIATION DATA

AA: 1761106BSS1 310 67400 067443 2D M20227

COST CODE: AN6TMRCCC003

AMOUNT: \$9,363.50

CIN M2022716RCCC0033500: \$9,363.50

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and ConditionsCommercial Items	MAY 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008

### CLAUSES INCORPORATED BY FULL TEXT

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEPT 2015)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

- (i) Is--
- (A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and
- (ii) Falls in any of the following categories:
- (A) Controlled technical information.
- (B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

- (b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--
- (1) Implement information systems security protections on all covered contractor information systems including, at a minimum--
- (i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--
- (A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and
- (B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or
- (ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause-
- (A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", <a href="http://dx.doi.org/10.6028/NIST.SP.800-171">http://dx.doi.org/10.6028/NIST.SP.800-171</a> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

- (B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and
- (2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.
- (c) Cyber incident reporting requirement.
- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--
- (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
- (ii) Rapidly report cyber incidents to DoD at <a href="http://dibnet.dod mil">http://dibnet.dod mil</a>.
- (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <a href="http://dibnet.dod mil">http://dibnet.dod mil</a>.
- (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <a href="http://iase.disa.mil/pki/eca/Pages/index.aspx">http://iase.disa.mil/pki/eca/Pages/index.aspx</a>.
- (d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.
- (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent

practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

- (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--
- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (``recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--
- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <a href="http://dibnet.dod.mil">http://dibnet.dod.mil</a> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing

Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/Normontwikkeling/Certificatieschemas-enkeurmerken/Schemabeheer/ISOIEC-15459.htm.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit			
line item No.	Item description		
(ii) Items for which the Government the following table:	t's unit acquisition cost	s less than \$5,000 that are idea	ntified in the Schedule or
Contract line, subline, or exhibit line item No.	Item description		
CLIN 3500	48 PORT SWITCH		

(If items are identified in the Schedule, insert `See Schedule" in this table.)

- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or
- (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
- (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.
- (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
- (5) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).

- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- \*\* Once per item.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <a href="http://dodprocurementtoolbox.com/site/uidregistry/">http://dodprocurementtoolbox.com/site/uidregistry/</a>.
- (2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <a href="http://dodprocurementtoolbox.com/site/uidregistry/">http://dodprocurementtoolbox.com/site/uidregistry/</a>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

# 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

- (a) Definitions. As used in this clause-
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb mil/.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when-
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

### 252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in 232.7004(b), use the following clause:

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
  - (1) Have a designated electronic business point of contact in the Central Contractor Registration at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and
  - (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.

- (d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
  - (1) *Document type*. The Contractor shall use the following document type(s).

#### COMBO

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Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

#### **DESTINATION**

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	N/A
Ship To Code	M20227
Ship From Code	N/A
Mark For Code	N/A

Service Approver (DoDAAC)	M20227
Service Acceptor (DoDAAC)	M20227
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

if multiple ship to/acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

## **WAWF INVOICE CERTIFYING OFFICIAL'S EMAIL ADDRESS:**

Robert.blessett@mail.mil

## ITSSCustomerCare@usmc.mil

- (g) WAWF point of contact.
  - (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
- (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## **ADDITIONAL INVOICING INSTRUCTIONS**

#### I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

A. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment:

B. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (June 2012)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

In compliance with DFARS 252.232-7006, "Wide Area WorkFlow Payment Instructions (June 2012)", the vendor data entry information specific to the United States Marine Corps and this contract is outlined.

C. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <a href="http://www.ccr.gov">http://www.ccr.gov</a>, and (ii) register to use WAWF-RA at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://www.wawf.eb.mil/">https://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>. Tutorial programs on the WAWF Program are available at <a href="http://www.wawf.eb.mil/">http://www.wawf.eb.mil/</a>.

D. The vendor shall submit invoice in WAWF once they have confirmed delivery of equipment to appropriate facility. Upon submission of invoice in WAWF please notify <a href="mailto:ITSSCustomerCare@usmc.mil">ITSSCustomerCare@usmc.mil</a> with a WAWF email notification to ensure invoice is certified within prompt payment act requirement. Vendors are required to attach to their invoice submission a copy of their delivery confirmation documentation and packing slip. The packing slip shall include all serial numbers of devices shipped. Failure to provide this information will result in rejection of invoice.

E. The contractor is directed to use the "COMBO" format for supplies when processing invoices and receiving reports.

#### II. PAYMENT OFFICE INFORMATION:

ADDRESS: DFAS - COLUMBUS CENTER (M67443)

DEFENSE FINANCE & ACCOUNTING SERVICE COLUMBUS

DFAS-JDCBB/CO P.O. BOX 182317

**COLUMBUS, OHIO 43218-3217** 

EMAIL: CCO-KC-VPIS@DFAS.MIL PHONE: 1-800-756-4571 #2 THEN #4 WAWF: http://rnb.ogden.disa.mil/

MY INVOICE: https://myinvoice.csd.disa.mil

#### III. INVOICE CERTIFYING OFFICIAL IS:

Name: Mr. Robert Blessett Telephone: 315-645-2453

Email: Robert.blessett@mail.mil

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer.

## **IV. REQUESTOR INFORMATION:**

**PROGRAM:** Combat Camera Center

## **EQUIPMENT REQUESTOR/COORDINATOR:**

Name: Mr. Robert Blessett Telephone: 315-645-2453

Email: Robert.blessett@mail.mil

## **ALTERNATE EQUIPMENT REQUESTOR:**

Name: Mr. Allen Komesu Telephone: 01181989702453

Email: allen.komesu.ja@usmc.mil

Inspection and acceptance of contract/order deliverables are the responsibility of the Equipment Requestor/Coordinator or his duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause or DD Form 1423, when applicable. Inspection and acceptance shall be completed within 30 days of receipt of equipment. Moreover, the Requestor serves in a supporting role to the Project Officer and the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

#### AUTHORIZED PRODUCTS – MATERIAL TERMS AND CONDITIONS:

In order to minimize the risk of the government purchasing counterfeit products or unauthorized secondary market equipment, which would not be supported by the Original Equipment Manufacturer (OEM), and to ensure that the Government purchases only equipment that is genuine (i.e., not counterfeit), authorized (e.g., not gray market, includes appropriate licenses, etc.), and supported (e.g., warranty and support services) by the OEM, with the submission of a quote and acceptance of the Government's Delivery Order (DO), the Contractor, for:

Hardware: Certifies they are a Manufacturer Authorized Partner/Reseller as of the date of this DO and that it continues to have the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements. Unless otherwise specified, Contractor warrants that all products are new and in their original box. When a quote is submitted the Contractor confirmed that it would, and by accepting this DO Contractor confirms that it has sourced all Manufacturer products it will provide from Manufacturer or through Manufacturer Authorized Partners only, in accordance with Manufacturer's applicable policies in effect at the time of this DO. By accepting this DO, Contractor agrees that, within two days after shipment of hardware, Contractor will provide an Advance Shipment Report (ASR) with a list of serial numbers for all hardware provided in accordance with the Logistics Support Requirement (LSR) attached to the DO. Failure to provide this information within the time specified may result in termination of the order. The Government will use this information to confirm with the Manufacturer or OEM that the hardware is (1) genuine (not counterfeit) and (2) authorized hardware that has been sourced and provided in accordance with the Manufacturer's applicable policies (e.g., not gray market or diverted). If the Manufacturer indicates the hardware does not meet these two requirements, the Government may terminate the order immediately. Upon receipt of the hardware, the Government will check the serial numbers to ensure that the serial numbers for the hardware provided match the serial numbers that were provided and reviewed immediately after shipment. If the serial numbers of the hardware provided do not match the serial numbers previously provided, the Government will first seek to confirm with the Manufacturer or OEM as to whether the serial numbers meet the above requirements. If the Government cannot confirm that the serial numbers meet the above requirements, the Government may terminate the order immediately.

Software: Certifies that they are a Manufacturer Authorized Partner/Reseller as of the date of this DO and that it continues to have the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements. Unless otherwise specified, Contractor shall warrant that all products are new, in their original box or, in the case of downloadable software, that all software is sourced from the OEM or Authorized Reseller. When a quote is submitted the Contractor confirmed that it would, and by accepting this DO Contractor confirms that it has, sourced all Manufacturer products it will provide from Manufacturer or through Manufacturer Authorized Partners only, in accordance with Manufacturer's applicable policies in effect at the time of this DO. Contractor shall certify that it has notified the software Licensor that the United States Marine Corps (Buyer) will be the Licensee. Contractor shall have provided, with its quote, a copy of the End User license Agreement (EULA), Terms of Service (TOS), or other similar legal instrument or agreement and warrants that all Manufacturer software is or will be licensed originally to Buyer as the original Licensee authorized to use the Manufacturer Software. Note the provisions of FAR 52.212-4(u) apply.

<u>Maintenance</u>: If, during performance of the maintenance the Contractor provides replacement hardware or software, then the above Hardware, Software, or both requirements, including all required certification and compliance requirements, apply.

The Government's remedies for Contractor's failure to provide conforming products or services consistent with the above requirements are detailed in FAR 52.212-4, with emphasis on paragraphs (a), (m), and (u).

## **EXTENDED CLIN 3500 DESCRIPTION**

Manufacturer	Description
Part #	
WS-C3650-	CLIN 3500: 48 PORT SWITCH IAW RFQ REQUIREMENTS TO
48TS-L-001	INCLUDE
WS-C3650-	Cisco Catalyst 3650-48T Ethernet Switch - 48 Ports - Manageable - Stack
48TS-L	Port - 4 x Expansion Slots - 10/100/1000Base-T - Uplink Port - 4 x SFP Slots
	- 2 Layer Supported - Redundant Power Supply - 1U High - Rack-mountable,
	DesktopLifetime Limited Warranty
C3650-STACK-	Cisco StackWise Adapter - For Stacking - Includes 50CM Stack Cable
KIT	
PWR-C2-	Cisco Proprietary Power Supply - 250 W
250WAC/2	
CAB-SPWR-	Cisco Stack Power Cord
30CM=	
CON-SNT-	SNTC-8X5XNBD Cisco Catalyst 3650 48 Port Data 4x1G Up
WSC36TSL	
GAT	CLIN 9095: GARRISON ASSET TAG
	Free Shipping
	UID Labeling, Tactical Asset Tag, and Garrison Asset Tag incuded at no additional charge to the government.
	Cisco Federal Premier Partner
	TAA Compliant
	SmartNet 8x5xNBD Coverage included at no charge via USMC/Cisco JELA

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION PAGES DATE
Attachment 1 LOGISTICS 11 30-SEP-2015

REQUIREMENT (LR)